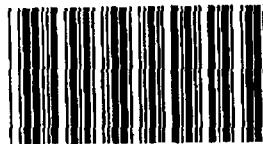


LMCS

Document	Indicator	Pages
Slip		
Endorsements		
Lloyds Wording		
ILU Wording		
CCP		
Cover Note		
Certificate		
Broker Listing		
Work-up Papers		
Other		



91144

PID 91144

Policy Details:

Assured		<u>EXXON CORPORATION</u>
	Code	<u>EXX</u>
Policy No		<u>80BH1806</u>
Period	From:	<u>01-JAN-1980</u>
	To:	<u>01-JAN-1981</u>
Broker		<u>C.T. BOWRING & CO., LTD.</u>
	Code	<u>509</u>
Limits:		<u>50,000,000</u>
Excess:		<u>150,000,000 XS 10,000,000</u>

COMMENTS

DATE 07-OCT-2004

LDN 310,584 EXXON 04470

CORNELL-2009-104(e)-004581

**C.T. BOWRING & CO.
(INSURANCE) LTD.**

**509
CTB**

POLICY NO.		REF. NO.	
REGISTRATION		V.A.T.	T.O.C. TRIBUNAL
DOT CODE	REGISTRATION CATEGORY		YEAR MONTH
			83.. 1
ASSURED/ACCOUNT		ADJUST. SCHEME	
		YES	NO
COUNTRY OF ORIGIN	MARINE	NON-MARINE	AVIATION
	9		
OVERSEAS BROKERS			
CURRENCY	SIGNED LINE	GROSS PREMIUM	
		INC. WAR	WAR ONLY
TOTAL			
LLOYDS			
I.L.U.			
P.S.A.C.			
OTHER COMPANIES			
C. P. A.		SERIAL NO.	CERTIFICATE NOS.
YES	NO		
BUREAU SCHEME NO.		BROKERS COVER NO.	

MD.165

LDN 310,584 EXXON 04471

EA160780

TYPE:

BROAD FORM LIABILITIES.

FORM:

BROAD FORM LIABILITIES INSURANCE - as immediate underlying i.e. with Seepage and Pollution and Opol endorsements deleted - Wording as underlying as far as applicable or as agreed L/U.
(including Aircraft Liability; Broad Form, Workmen Compensation/Employers Liability), Joint Venture Clauses and Aircraft Refueling Clauses as underlying but subject Pollution, etc., exclusion clauses NMA 1684 on or over water and NMA 1683 all other operations.

ASSURED:
EXXON CORPORATION AND IT'S AFFILIATED COMPANIES AS THEY ARE NOW OR MAY BE HEREAFTER CONSTITUTED as underlying.

PERIOD:
12 months at 1st January 1980.

INTEREST:

SUM INSURED:
\$ 50,000,000 each and every occurrence.

excess of \$100,000,000 each and every occurrence except
(a) where special step-down agreement applies as per wording as per underlying as attached or as agreed L/U.

(b) where underlying policies pay losses involving (1) Marine liabilities and/or (11) Covered under Seepage and Pollution or Opol endorsement which not covered this Policy:- Wording as per underlying as attached or as agreed L/U.

SITUATION:
Worldwide.

CONDITIONS:
4% Tax Clause (if applicable) - Service of Suit Clause (U.S.A.)
All wording amendments t.b.a. L/U.

PREMIUM:
\$50,000 (including Reliance Electric Company).

BROKERAGE:
Less 20% and 4% Federal Excise Tax (if applicable).

WRITTEN	% OF ORDER	CLOSED FOR
LINES	FROM WHOLE	
	10.2175%	
L.O.C.'s (F.N.C.B. Scheme) for U.S. R/V's but O.C.A.'s for Canadian business.		

LDN 310,584 EXXON 04472

SIGNED
LINE

INFORMATION:

Agree, if required issue as Reinsurance various Underwriters at net equivalent (as expiring) or issue policy as R/I Ancon where required.

In respect of operations of Imperial Oil Company of Canada and/or other Companies t.b.a. L/U agreed issue as R/I American Home or Company t.b.a. L/U. Agree, if required issue separate policies for individual affiliates subject overall limit of liability clauses and Claims Control Clause.

SIGNED
LINE

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but
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3.5369

3.9298

10%
3930

90%
933
933
CRE 933

2.3579

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ORION GROUP AT 180
4108808681 U

006588VXB0220

39298

2.2400
3930

812
972
859

57%

10%

33%

NAV 214508 F04

LDN 310,584 EXXON 04473

POLICY NO.

80BH 1806

509

CTB

C/N

HA160780

Date

PI

Client

~~Exxon Corp~~ M & M. N.Y. OKSONCable/Letter
Dates

VARIOUS

Vessel or
Account

EXXON CORP.

Period or
Voyage

12 mos 2 1. 1. 80

Interest

LIAB 50 x 160

Tape

Checked by

MEB

Renewal Entered

Renewal of

C/N

HA160779

Policy No.

79 BH 1821

FOR L.P.S.C. USE

No Hoo Prom
for Reliance

FOR I.L.U./P.S.A.C. USE

LDN 310,584 EXXON 04474

**C. T. BOWRING & CO.
(INSURANCE) LTD.**

**509
CTB**

CURRENCY
INSURED

GROSS PREMIUM

IN ALL

MARINE WAR

ATTACHING TO POLICY NO.

ENDORSEMENT REF.

TOTAL

REGISTRATION

LLOYDS

SERIAL

REGISTRATION CATEGORY

YEAR MONTH

ILLU

ASSURED/ACCOUNT

LEADING UNITS

COMPANIES

EXXON

[Signature]
2/24/90

It is noted and agreed that RELIANCE ELECTRIC is not included effective inception but will be included with effective date to be agreed Leading Underwriter.

In consideration of the foregoing:-

- 1) Premium hereon at inception remains at \$50,000.
- 2) Effective date of inclusion of RELIANCE ELECTRIC agreed include at no A.P.

[Signature]
12/28/80

*Noted and agreed above
effective 1st July 1980.*

L.P.S.O. NUMBER AND DATE STAMP

L.L.V. NUMBER AND DATE STAMP

INITIAL
SYND./COV.

LDN 310,584 EXXON 04475

(INSURANCE) LTD.

CTB

INURED

IN ALL

WAR

SYND/COY.

ATTACHING TO POLICY NO.

ENDORSEMENT REF.

TOTAL

REGISTRATION

V.A.T.

T.O.C. TRIBUNAL

LLOYDS

SERIAL

REGISTRATION CATEGORY

YEAR MONTH

I.L.U.

ASSURED/ACCOUNT

EXXON

LEADING U/MR.

3.4.81

P.S.A.C.

OTHER COMPANIES

It is noted and agreed that with effect from date to be agreed leading underwriter, AVIATION SERVICES SAUDI ARABIA LTD., a Joint Venture known as EXXON ASSA, is included as additional named assured with 100% coverage available hereon.

Incident

Information:

EXXON/AVIATION SERVICES SAUDI ARABIA have formed a Joint Venture (40% Esso Middle Marketing Inc/60% Saudi Interest) with Exxon totally responsible for insurance. Esso is technical partner and fully in charge of all operations. No other insurance. Refer telex 4/6/81 & 9/6/81.

L.P.S.O. NUMBER AND DATE STAMP

L.L.U. NUMBER AND DATE STAMP

P.S.A.C. NUMBER AND DATE STAMP

LDN 310,584 EXXON 04476

C. T. BOWRING & CO. (INSURANCE) LTD.

509
CTB

ATTACHING TO POLICY NO.

ENDORSEMENT REF.

REGISTRATION

SERIAL

REGISTRATION CATEGORY

YEAR MONTH

ASSURED/ACCOUNT

EXXON CORP.

50 x 160

LEADING VNR.

W-6

COMPANIES

INSURED

TOTAL

FLOYS

ILLU

IN ALL

MARINE WAR

UNLESS OTHERWISE SPECIFIED

INITIAL

SYNDICATE

It is hereby noted and agreed that effective 1st January, 1980 an Exxon Corp. Affiliate, Esso Exploradora Y. Productora Argentina Inc., is engaged in a joint Venture involving exploration activities offshore Argentina.

It is further noted and agreed that for the purposes of this operation the joint Venture Clause hereon is waived with 100% coverage provided hereon.

INFORMATION:

Argentina Partnership as follows:-

Esso Exploradora	90.00%
Astra Compania Argentina de Petroleo	3.50%
Compania Naviera Perez Compania Suctimza	3.50%
Capipa	3.00%

Please see telex 2BK075 for further information

L.P.S.O. NUMBER AND DATE STAMP

I, L.U. NUMBER AND DATE STAMP

LDN 310,584 EXXON 04477

80 - INDEPENDENT U/W - 50M XS 160M

80 - FRENCH MARKETS - 50M XS 160M

LDN 310,584 EXXON 04478

NML-1980
POLICY SIGNATURE ENDORSEMENT

ASSURED: Exxon Corporation, etal

It is hereby understood and agreed that the Signature of a Duly Authorized Officer, Attorney or Agent of the Assurer indicated below shall constitute acceptance of:

Non-Marine Excess Liabilities Manuscript Policy (NML-1980)

For the Policy Period:

From: January 1, 1980, 00:00 Hours, Greenwich Mean-Time

To: January 1, 1981, 00:00 Hours, Greenwich Mean-Time

For the Amounts:

<u>LAYER</u>	<u>ASSURER</u>	<u>LIMIT</u>	<u>PREMIUM</u>
\$10,000,000 Excess \$10,000,000	French Markets	\$500,000	\$50,000
\$15,000,000 Excess \$20,000,000	French Markets	\$500,000	\$19,165
\$25,000,000 Excess \$35,000,000	French Markets	\$750,000	\$10,800
\$50,000,000 Excess \$60,000,000	French Markets	\$2,446,250	\$10,274
\$50,000,000 Excess \$110,000,000	French Markets	\$2,750,000	\$ 6,875
\$50,000,000 Excess \$160,000,000	French Markets	\$5,091,250	\$ 5,091

SIGNATURE
[Handwritten signatures and stamps]

LDN 310,584 EXXON 04479

REL - 1930
POLICY SIGNATURE ENDORSEMENT

ASSURED: Exxon Corporation, et al

It is hereby understood and agreed that the Signature of a duly Authorized Officer, Attorney or Agent of the Assurer indicated below shall constitute acceptance of:



Non-Marine Excess Liabilities Manuscript Policy (REL-1930)

For the Policy Period:

From: January 1, 1930, 00:00 Hours, Greenwich Mean-Time

To: January 1, 1931, 00:00 Hours, Greenwich Mean-Time

For the Amounts:

<u>Layer</u>	<u>Assurer</u>	<u>Limit</u>	<u>Premium</u>	<u>Signature</u>
\$ 50,000,000 Excess \$110,000,000	City Insurance Company	\$5,000,000	\$15,000	
\$ 50,000,000 Excess \$150,000,000	City Insurance Company	\$4,000,000	\$ 4,000	

LDN 310,584 EXXON 04480

NML-1980
POLICY SIGNATURE ENDORSEMENT

ASSURED: Exxon Corporation, etal

It is hereby understood and agreed that the Signature of a Duly Authorized Officer, Attorney or Agent of the Assurer indicated below shall constitute acceptance of:

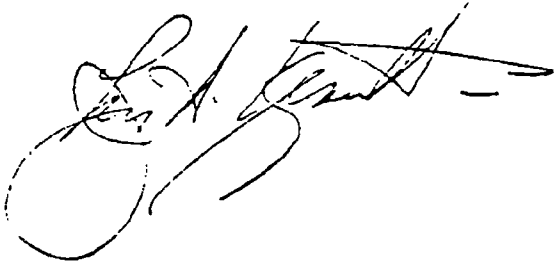
Non-Marine Excess Liabilities Manuscript Policy (NML-1980)

For the Policy Period:

From: January 1, 1980, 00:00 Hours, Greenwich Mean-Time

To: January 1, 1981, 00:00 Hours, Greenwich Mean-Time

For the Amounts:

<u>LAYER</u>	<u>ASSURER</u>	<u>LIMIT</u>	<u>PREMIUM</u>	<u>SIGNATURE</u>
\$50,000,000 Excess \$160,000,000	American Centennial Insurance Co.	\$3,000,000	\$ 3,000	

LDN 310,584 EXXON 04481

NML-1980
POLICY SIGNATURE ENDORSEMENT

ASSURED: Exxon Corporation, etal

It is hereby understood and agreed that the Signature of a Duly Authorized Officer, Attorney or Agent of the Assurer indicated below shall constitute acceptance of:

Non-Marine Excess Liabilities Manuscript Policy (NML-1980)

For the Policy Period:

From: January 1, 1980, 00:00 Hours, Greenwich Mean-Time

To: January 1, 1981, 00:00 Hours, Greenwich Mean-Time

For the Amounts:

<u>LAYER</u>	<u>ASSURER</u>	<u>LIMIT</u>	<u>PREMIUM</u>	<u>SIGNATURE</u>
\$50,000,000	Landmark Insurance	\$2,000,000	\$ 2,000	<i>James L. Hahn</i>
Excess	Co.			
\$160,000,000				

LDN 310,584 EXXON 04482

NML-1980
POLICY SIGNATURE ENDORSEMENT

ASSURED: Exxon Corporation, etal

It is hereby understood and agreed that the Signature of a Duly Authorized Officer, Attorney or Agent of the Assurer indicated below shall constitute acceptance of:

Non-Marine Excess Liabilities Manuscript Policy (NML-1980)

For the Policy Period:

From: January 1, 1980, 00:00 Hours, Greenwich Mean-Time

To: January 1, 1981, 00:00 Hours, Greenwich Mean-Time

For the Amounts:

<u>LAYER</u>	<u>ASSURER</u>	<u>LIMIT</u>	<u>PREMIUM</u>	<u>SIGNATURE</u>
\$50,000,000 Excess \$110,000,000	Transit Casualty Insurance Co.	\$5,000,000	\$12,500	
\$50,000,000 Excess \$160,000,000	Transit Casualty Insurance Co.	\$5,000,000	\$ 5,000	

LDN 310,584 EXXON 04483

CORNELL-2009-104(e)-004594

5000 XS 10000

Emp Trc 98

KF

EXXON CORPORATION
NML - 1980

- Item 1. NAMED INSURED (i) Exxon Corporation and its affiliated companies as they are now or may be hereafter constituted and/or
(ii) Ancon Insurance Company, S.A. as insurers, either directly or indirectly by means of reinsurance, of Exxon Corporation and its affiliated companies as they are now or may be hereafter constituted.
- Item 2. POSTAL ADDRESS (i) 1251 Avenue of the Americas
New York, New York 10020
and/or
(ii) P.O. Box 225
Hamilton 5, Bermuda
- Item 3. POLICY PERIOD From: January 1, 1980
00:00 hours, Greenwich Mean Time
TO: January 1, 1981
00:00 hours, Greenwich Mean Time
- Item 4. LIMIT OF LIABILITY
Signed herewith for and on behalf of the Insurers listed below, each in respect of the proportion shown opposite the Insurer's name and as referred to in Article II:

LDN 310,584 EXXON 04484

<u>INSURERS</u>	<u>PARTICIPATION</u>	<u>SIGNATURE</u>
American Centennial Insurance Company	\$ 3,000,000 part of \$50,000,000	Policy Signature Endorsement Attached
Landmark Insurance Company	\$ 2,000,000 part of \$50,000,000	Policy Signature Endorsement Attached
<u>\$10,000,000 Excess of \$10,000,000</u>		
French Markets	\$ 500,000 part of \$10,000,000	Policy Signature Endorsement Attached
Southern American Insurance Company	\$ 500,000 part of \$10,000,000	Policy Signature Endorsement Attached
Employers Insurance of Wausau	\$ 500,000 part of \$10,000,000	Policy Signature Endorsement Attached
<u>\$15,000,000 Excess of \$20,000,000</u>		
French Markets	\$ 500,000 part of \$15,000,000	Policy Signature Endorsement Attached
Employers Mutual Casualty Company	\$ 250,000 part of \$15,000,000	
Employers Insurance of Wausau	\$ 1,000,000 part of \$15,000,000	Policy Signature Endorsement Attached

LDN 310,584 EXXON 04485

<u>INSURERS</u>	<u>PARTICIPATION</u>	<u>SIGNATURE</u>
<u>\$25,000,000 Excess of \$35,000,000</u>		
Gibraltar Casualty Ins. Company	\$ 2,500,000 part of \$25,000,000	Policy Signature Endorsement Attached
French Markets	\$ 750,000 part of \$25,000,000	Policy Signature Endorsement Attached
Swiss Markets	\$ 3,000,000 part of \$25,000,000	Policy Signature Endorsement Attached
Employers Mutual Casualty Company	\$ 1,750,000 part of \$25,000,000	
Employers Insurance of Wausau	\$ 3,500,000 part of \$25,000,000	Policy Signature Endorsement Attached
<u>\$50,000,000 Excess of \$60,000,000</u>		
Gibraltar Casualty Ins. Company	\$ 4,000,000 part of \$50,000,000	Policy Signature Endorsement Attached
French Markets	\$ 2,446,250 part of \$50,000,000	Policy Signature Endorsement Attached
Employers Insurance of Wausau	\$ 1,000,000 part of \$50,000,000	Policy Signature Endorsement Attached
Swiss Markets	\$ 3,750,000 part of \$50,000,000	Policy Signature Endorsement Attached
<u>\$50,000,000 Excess of \$110,000,000</u>		
Lexington Insurance Company	\$ 2,000,000 part of \$50,000,000	
Northbrook Insurance Company	\$10,000,000 part of \$50,000,000	Policy Signature Endorsement Attached
Gibraltar Casualty Ins. Company	\$ 5,000,000 part of \$50,000,000	Policy Signature Endorsement Attached
City Insurance Company	\$ 6,000,000 part of \$50,000,000	

LDN 310,584 EXXON 04486

<u>INSURERS</u>	<u>PARTICIPATION</u>	<u>SIGNATURE</u>
Midland Insurance Company	\$ 3,000,000 part of \$50,000,000	
Federal Insurance Company	\$ 4,000,000 part of \$50,000,000	
French Markets	\$ 2,750,000 part of \$50,000,000	Policy Signature Endorsement Attache
Transit Casualty Insurance Company	\$ 5,000,000 part of \$50,000,000	Policy Signature Endorsement Attache
I.S.L.I.C.	\$ 3,000,000 part of \$50,000,000	Policy Signature Endorsement Attache
Mead Reinsurance Corporation	\$ 1,000,000 part of \$50,000,000	Policy Signature Endorsement Attache
Swiss Markets	\$ 4,250,000 part of \$50,000,000	Policy Signature Endorsement Attache

\$50,000,000 Excess of \$160,000,000

Fireman's Fund Insurance Company	\$ 3,000,000 part of \$50,000,000	
City Insurance Company	\$ 4,000,000 part of \$50,000,000	
French Markets	\$ 5,091,250 part of \$50,000,000	Policy Signature Endorsement Attache
Midland Insurance Company	\$ 2,000,000 part of \$50,000,000	
Federal Insurance Company	\$ 6,000,000 part of \$50,000,000	
Transit Casualty Insurance Company	\$ 5,000,000 part of \$50,000,000	Policy Signature Endorsement Attache
Aetna Casualty & Surety Company	\$ 5,800,000 part of \$50,000,000	
Employers Mutual Casualty Company	\$ 8,000,000 part of \$50,000,000	
Lexington Insurance Company	\$ 1,000,000 part of \$50,000,000	

LDN 310,584 EXXON 04487

ARTICLE I

COVERAGE

Insurers hereby agreed, subject to the limitations, terms and conditions hereinafter mentioned (including endorsements attached hereto):

To pay the Insured, or to pay on their behalf, all sums which the Insured shall be obligated to pay or incurs as expenses, by reason of the liability imposed upon the Insured by law or by governmental or other local authoritative order or assumed by the Insured under contract or agreement on account of personal injuries, including death at any time resulting therefrom, and/or property damage caused by or arising out of each loss occurrence during the policy period anywhere in the world.

ARTICLE II

1. LIMIT OF LIABILITY

(a) Insurers' liability hereunder shall not exceed Two Hundred Million, U.S. Dollars (U.S. \$200,000,000) for any one loss occurrence.

2. AMOUNT OF DEDUCTION

As respects coverage afforded under Article I, Insurers shall be liable only if and when the combined ultimate net loss sustained by the Insured in respect of interests described hereunder in any one loss occurrence exceeds Ten Million U.S. Dollars (U.S. \$10,000,000) in any one occurrence.

ARTICLE III

PREMIUM

The premium for this policy shall be \$589,600 for the period January 1, 1980 to January 1, 1981, and shall be payable at inception.

ARTICLE IV

ULTIMATE NET LOSS

The term "Ultimate Net Loss" as used herein shall mean the actual loss sustained by the Insured in any one loss occurrence, and even if the Insured, or others insuring on behalf of the Insured, have other insurances in force, under which part or proportion of the loss is

recovered, those other insurances shall not be for the benefit of Insurers hereon, and this policy shall pay as if those other insurances were non-existent, except in those cases where the amount or proportion covered under other insurances is in excess of the amounts of excess or deduction as stated in Article II, then Insurers hereon shall have the benefit of those other insurances, but only to the extent by which any recoveries thereunder exceed the amounts of excess or deduction as stated in Article II. Nothing herein shall be construed to make this policy subject to the terms, conditions or limitations of such other insurance.

ARTICLE V

OTHER INSURANCE

Other insurances are permitted. Any insurance provided under policies issued, or reinsurance provided by, Ancon Insurance Co., S.A. or by any other affiliated Insurance Company of the Insured shall be deemed to be "other insurance" and be permitted, but Insurers hereon shall not under any circumstances have the benefit of same in determining the amount of the ultimate Net Loss Payable hereunder.

ARTICLE VI

EXCLUSIONS

This policy does not insure against:

- (a) Assault and battery, if committed by or at the direction of the Insured, excepting that this exclusion shall not apply to personal injury or death resulting from any act of the Insured, alleged to be assault and battery, committed for the purpose of preventing or eliminating danger;
- (b) Claims made against the Insured:
 - (i) for repairing, withdrawing or replacing any defective product or products manufactured, sold, or supplied by the Insured or any defective part or parts thereof, or for the cost of such repair or replacement;
 - (ii) for improper or inadequate performance, design or specification of a product of the Insured, but nothing herein contained shall be construed to exclude claims made against the Insured for personal injuries including

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death, or property damage resulting from improper or inadequate performance, design or specification;

- (c) Claims against the Insured arising from advertising, telecasting, broadcasting or publishing:
- (i) for failure of performance of advertising contract (but this shall not relate to claims for unauthorized appropriation of ideas based upon alleged breach of implied contract);
 - (ii) for infringement of registered trade-mark or trade name by used thereof as the registered trade-mark or trade name on goods as advertised;
 - (iii) for mistake in advertised price;
- (d) As per nuclear incident exclusion clause - liability - direct (Broad) attached;
- (e) With respect to injury to or destruction of property, claims made against the Insured for damages suffered, directly or derivatively, by any shareholder or stockholder of the Insured arising out of the misfeasance, or nonfeasance of any officer or director of the Insured while acting in his official capacity;
- (f) Claims made against the Insured arising out of the operation, maintenance or use of any watercraft over 50 feet in length owned or leased or chartered by the Insured, while away from premises owned, rented or controlled by the Insured; except liability of the Named Insured for watercraft not owned by them, but this exception does not apply to leased or chartered watercraft; it being understood and agreed that this exclusion shall not apply to the liability of the Named Insured for personal injury to their employees, unless such liability is already excluded under exclusion (a) above.

For the purpose of this policy the following shall not be deemed to be watercraft except whilst in transit:-

An installation of any kind, fixed or mobile which is used for the purpose of exploring for, producing, treating, storing, or transporting oil or gas from the seabed of oil or gas commencing at the loading manifold thereof and excluding absolutely any self propelled tank or Supply Vessel.

- (g) Except with respect to occurrences taking place in the United States of America, its territories or possessions, or Canada, to any liability of the Insured directly or indirectly occasioned by, happening through or in consequences of war,

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invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

ARTICLE VII

DEFINITIONS

1. AFFILIATED COMPANIES (as respects Exxon Corporation)

The term "affiliated company" wherever used herein shall mean a corporation of which more than 50% of the voting shares are owned or controlled by Exxon Corporation either directly or indirectly, through one or more other corporations more than 50% of the voting shares of each of which are owned by its immediate parent, or any corporation declared to Underwriters, subject to agreement of such Underwriters.

AFFILIATED COMPANIES (as respects Ancon Insurance Company S.A.)

The term "affiliated company" shall mean any company holding directly or indirectly all of the share of capital of Ancon Insurance Company S.A. or more than 50% of whose share capital is held directly or indirectly (a) by Ancon Insurance Company S.A., or (b) by a company holding directly or indirectly all of the share capital of Ancon Insurance Company, or (c) as declared to Underwriters subject to agreement of such Underwriters.

2. INSURED

The unqualified word "Insured", whenever used in this policy includes not only the Named Insured but also:-

- (a) any person who was, is now or shall hereafter be an executive officer, director, shareholder, stockholder or employee of the Insured, while acting in his capacity as such;
- (b) any person, organization, trustee or estate to whom the Insured is obligated;
 - (i) by virtue of a contract, or
 - (ii) by virtue of any agreement to provide insurance such as is afforded by this Policy;

- (c) with respect to any automobile or aircraft used by or on behalf of the Insured, any person while using such automobile or aircraft, and any person or organization legally responsible for the use thereof, provided the actual use of the automobile or aircraft is with the permission of the Insured;
- (d) any interest covered as an additional Insured under any underlying insurance arranged by the Insured or any affiliated company as herein defined and then only to the extent and/or amount agreed to by the Insured;
- (e) any employee welfare or pension benefit plan owned, controlled or operated by the Insured, its officers, directors or employees appointed by the Insured.

3. LOSS OCCURRENCE

The term "Loss Occurrence" shall include an event or a continuous or repeated exposure to conditions which cause injury, damage or destruction. Any number of such injuries, damage or destruction resulting from a common cause, or from exposure to substantially the same conditions, shall be deemed to result from one loss occurrence, even though some of the claims making up the loss occurrence may be filed after expiration of this policy.

With respect to injury to or destruction of property, including loss of use therefrom, (as covered in Article 1, Paragraph 1) the words "Loss Occurrence" shall specifically include:

- (i) an accident, which term includes injury to or destruction of property as the unforeseen result of an intentional act, happening during the policy period or
- (ii) a continuous or repeated exposure to conditions which unexpectedly or unintentionally causes injury to or destruction of property during the policy period. All damages arising out of such accident or exposure to substantially the same general conditions shall be considered as arising out of one loss occurrence.

4. PERSONAL INJURY

The term "Personal Injury" means bodily injury, mental injury, mental anguish, shock, sickness, disease, disability, false arrest, false imprisonment, wrongful eviction, wrongful detention, malicious prosecution, discrimination unless such coverage is prohibited by law, not committed by or at the direction of the Named Insured, humiliation, invasion of rights of privacy, libel, slander or defamation of character; also, piracy and any infringement of copyright, title or slogan or of property or contract rights committed or alleged to have been committed in the conduct of the Insured's advertising activities, or any other legal action alleging any of the foregoing by any other name.

5. PROPERTY DAMAGE

The term "Property Damage" means:

- (1) Physical injury to or destruction of tangible property which occurs during the policy period, including the loss of use thereof at any time resulting therefrom or
- (2) Loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an occurrence during the policy period.

ARTICLE VIII

BASIS OF RECOVERY

Any loss under Article I shall be the total sum which the Insured or any company as his Insurer pays or becomes obligated to pay by reason of Personal Injury or Property Damage liability, either through adjudication or compromise, and shall also include hospital, medical and funeral charges and all sums paid as salaries, wages, compensation, fees, charges and law cost, premiums on attachment or appeal bond, interest, expenses for doctors, lawyers, nurses and investigators and other persons, and for litigation, settlement, adjustment and investigation of claims and suits which are paid as a consequence of any loss occurrence covered hereunder, excluding only the salaries of the Insured.

ARTICLE IX

CONDITIONS

1. SEVERABILITY OF INTEREST

With respect to Article I in the event of one of the Insureds incurring liability to any other of the Insureds, this policy shall cover the Insured against whom claim is or may be made in the same manner as if separate policies had been issued to each Insured.

Nothing contained herein shall operate to increase the Insurer's limit of liability as set forth in Article II, Paragraph 1.

2. NOTICE OF LOSS OCCURRENCE

Whenever the Insured has information from which it may reasonably be concluded that a loss occurrence covered hereunder is likely to involve this policy, notice shall be sent to the Brokers who negotiated this insurance, who shall promptly inform Insurers and assign adjusters on behalf of Insurers. Failure to notify the Brokers of any occurrence which, at the time of its happening, did not appear to involve this policy but which, at a later date, would have given rise to claims hereunder, shall not prejudice such claims.

For the purposes of the above clause, the word "Insured" shall mean:

The Insurance Advisor, Exxon Corporation, 1251 Avenue of the Americas, New York, New York 10020.

or as applicable

The President, Ancon Insurance Company S.A., P.O. Box 225, Hamilton 5, Bermuda.

For the purposes of the above clause, the word "Brokers" shall mean:

Marsh & McLennan Inc.
1221 Avenue of the Americas
New York, New York 10020

3. SUBROGATION

The Insurers shall be subrogated to the extent of any payment hereunder to all the Insured's rights of recovery therefor; and the Insured shall do nothing after loss to prejudice such rights and shall do everything necessary to secure such rights; however, the Insurers shall not have the right to be subrogated to or to require assignment of the Insured's right or rights of recovery against:

- (a) any party as to whom the Insured, prior to loss, has waived or limited its right or rights of recovery, or
- (b) Any of the Insureds or subsidiary or affiliated companies, or against their directors, officers, employees or members of their families, or
- (c) any contractor, sub-contractor or other party if such party could charge back to the Insured the amount (of any part thereof) recovered by the Insured.

4. CONTROL OF CLAIMS

With respect to Article I the Insured may take whatever immediate steps they may consider appropriate to mitigate the liability or anticipated or potential liability to third parties without the prior approval of Insurers and any such action shall be without prejudice to the Insured's right to recover hereunder. Insurers shall be given the opportunity to associate with the Insured in the defense and control of any claim, suit or proceeding relative to a loss occurrence where the claim or suits involves or appears reasonably likely to involve Insurers, and in the event Insurers which to be associated with the Insured, the Insured and Insurers shall co-operate in all things in the defense of such suits, claim or proceeding but Insurers shall not be called upon to assume charge of the settlement or defense of any claim made or suit brought or proceeding instituted against the Insured.

In the event the Insured elects not to appeal a judgment involving the Insurers hereon, Insurers may elect to make such appeal at their cost and expense, and shall be liable for the taxable costs and disbursements and interest incidental thereto, but in no event shall the liability of Insurers for ultimate net loss exceed the amount set forth in Article II, Paragraph 1, for any one loss occurrence plus the cost and expense of such appeal.

5. CURRENCY

The premium and losses under this insurance are payable in United States currency and wherever the word "dollars" or the Symbol "\$" appears herein they are deemed to mean United States Dollars.

In view of the worldwide coverage afforded herein, it is understood and agreed that in the event the Insured incurs a loss in a currency other than U.S. Dollars, Insurers shall:

1. Pay the Insured the equivalent amount in U.S. Dollars at the rate of exchange determined by the average buy and sell offers quoted at the close of business by a mutually agreed upon representative New York bank on the date of payment to the Insured.

2. Pay on the Insured's behalf when required and at the option of the Insured, the incurred amount in the foreign currency necessary, provided that Insurers are legally able to do so.

6. BANKRUPTCY AND INSOLVENCY

In the event of the bankruptcy or insolvency of the Insured or any entity comprising the Insured, the Insurers shall not be relieved thereby of the payment of any claims hereunder because of such bankruptcy or insolvency.

7. CHANGES

Notice to, or knowledge possessed by, any person shall not effect a waiver or change in any part of this policy or stop Insurers or the Insured from asserting any right under the terms of this policy; or shall the terms of this policy be waived or changed, except with express agreement of Insurers and subsequent issuance of an appropriate endorsement signed by Insurers.

8. CANCELLATION

Notwithstanding anything contained in this Insurance to the contrary this Insurance may be cancelled by the Insured at any time by written notice or by surrender of this contract of insurance. This Insurance may also be cancelled by or on behalf of the Insurers by delivering to the Insured or by mailing to the Insured, by registered, certified or other first class mail, at the Insured's address as shown in this Insurance, written notice stating when, not less than 60 days thereafter, the cancellation shall be effective. The mailing of such notice as aforesaid shall be sufficient proof of notice and this Insurance shall terminate at the date and hour specified in such notice.

If this Insurance shall be cancelled by the Insured the Insurers shall retain the customary short rate proportion of the premium hereon.

If this Insurance shall be cancelled by or on behalf of Insurers the Insurers shall retain the pro rata proportion of the premium hereon.

Payment or tender of any unearned premium by the Companies shall not be a condition precedent to the effectiveness of Cancellation but such payment shall be made as soon as practicable.

If the period of limitation relating to the giving of notice is prohibited or made void by any law controlling the construction thereof, such period shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

9. LOSS ADJUSTMENT

With respect to Article I

- (a) Loss, if any, under this insurance (except as otherwise specifically provided) shall be adjusted with and payable to the corporation and/or company named as Insured herein in whom title to, or interest in, the property of exposure involved in such loss is vested at the time of loss or damage. However, as to any part of this insurance which is serving as reinsurance for any affiliated insurance company of the Insured, any loss as to such part shall be adjusted with, any payable to such affiliated insurance company of the Insured. It is understood and agreed that any other corporation and/or company named herein not having any interest in the property involved in such loss shall not be required to sign any document in connection with the adjustment or settlement of any loss hereunder.

In the event that for any reason whatsoever, any Insured cannot make a claim for any loss for which the Insurers may be liable under this policy, in recognition of Exxon Corporation shareholder interest it is understood and agreed that Exxon Corporation may make such claim and the indemnities which would be otherwise payable will inure to the benefit of, or be payable to, Exxon Corporation or order.

- (b) It is expressly understood and agreed that if the Insured shall make payment to a third party for any loss insured under the terms of this Policy, the Insurer shall, within 90 days after such payment, reimburse the Insured to an amount equal to at least 75% of such sum as a payment on account.

10. SALVAGES AND RECOVERIES

In the event of any payment hereunder, the Insurers will act with all other interests (including the Insured) concerned with the exercising of rights of recovery or gaining of salvage. Any amount recovered shall be apportioned as follows:

Any interest (including the Insured) having paid an amount in excess of the excesses as stated in Article II, Paragraph 2, plus the limits of liability hereunder shall be reimbursed first to the extent of actual payment. Insurers hereon shall be reimbursed next to the extent of their actual payment hereunder. If any balance then remains unpaid, it shall be applied to reimburse the Insured or any underlying Insurers, as their interest may appear.

The expenses of all such recovery proceedings shall be apportioned in the ratio of respective recoveries. If there is no recovery in proceedings conducted solely by the Insurers, the Insurers shall bear the expenses thereof.

Further, pursuant to any statute of any State, Territory or District of the United States which make provision thereof, Insurers hereon hereby designated the Superintendent, Commissioner or Director of Insurance or other officers specified for that purpose in the statute, or his successors or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Insurance or any beneficiary hereunder arising out of this contract of insurance, and hereby designate the above-named as the person to whom such process or true copy thereof shall be mailed.

13. PERMITS AND PRIVILEGES

- (a) Permission is hereby granted the Insured, or any other party acting on behalf of the Insured, to effect contracts or agreements customary or necessary to the conduct of the business of the Insured under which the Insured may assume liability or grant releases therefrom, without prejudice to these insurances, provided such contracts or agreements, oral or written, insofar as they affect any loss hereunder, are concluded prior to such loss, and the rights and obligations of these Insurers shall be governed by the terms of such contracts or agreements.
- (b) In the event that any provision of this policy is unenforceable by the Insured under the laws of any Province or other jurisdiction wherein it is claimed that the Insured is liable for any injury covered hereby, because of non-compliance with any statute thereof, then this policy shall be enforceable by the Insured with the same effect as if it complied with such statute.

14. SUE AND LABOR

In case of any actual or imminent loss or misfortune, it shall be lawful and necessary for the Insured, their factors, servants and assigns, to sue, labor and travel for, in and about the defense, safeguard and mitigation of the liability insured hereunder or any part thereof without prejudice to this insurance, such expense to be borne by the Insurers, nor are the acts of the Insured or the Insurers in mitigating, saving, and controlling the liability insured hereunder to be deemed to be considered a waiver of any coverage contained herein, provided that such expense shall be included in the Ultimate Net loss (as defined in Article IV herein).

15. FALSE AND FRAUDULENT CLAIMS

If the Insured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this policy shall become void with respect to such claim, which shall be forfeited hereunder.

ENDORSEMENT NO. 1

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT
BROAD FORM

It is agreed that the policy does not apply:

- I. Under any Liability Coverage, to injury, sickness, disease, death or destruction.
 - (a) with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- II. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to immediate medical or surgical relief, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
- III. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if
 - (a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom;
 - (b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or

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- (c) the injury, sickness, disease, death or destruction arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.

Notwithstanding anything to the contrary above, this exclusion does not apply to instruments, equipment or materials used for;

- (1) Industrial measurement, production, exploration, inspection or quality control, or,
- (2) Fire detection or fire prevention.

IV. As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties;

"nuclear material" means source material, special nuclear material or by-product material;

"source material", "special nuclear material" and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

"waste" means any waste material (1) containing by-product material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under Paragraph (a) or (b) thereof;

"nuclear facility" means

- (a) any nuclear reactor.
- (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,

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- (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
- (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste, and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

JOINT VENTURE CLAUSE ENDORSEMENT

1. It is hereby understood and agreed by the Insured and Insurers that, as regards any liability of the Insured which is insured under this Policy and arises in any manner whatsoever out of the operations or existence of any joint venture, co-venture, joint lease, joint operating agreement or partnership (hereinafter called "Joint Venture") in which the Insured has an interest, the liability of Insurers under the Policy shall be limited to the product of (a) the percentage interest of the Insured in the said Joint Venture and (b) the total limit of liability insurance afforded the Insured by this Policy. Where the percentage interest of the Insured in said Joint Venture is not set forth in writing, the percentage to be applied shall be that which would be imposed by law at the inception of the Joint Venture. Such percentage shall not be increased by the insolvency of others interested in the said Joint Venture.
2. It is further understood and agreed that, where any underlying insurance(s) have been reduced by a clause having the same effect as paragraph 1., the liability of Insurers under this Policy, as limited by paragraph 1., shall be excess of the sum (a) such reduced limits of any underlying insurance(s), (b) the limits of any underlying insurance(s) not reduced.
3. It is further understood and agreed that any limits which may be self-insured by the Insured shall, for the purposes of the application of this clause, be deemed to be insured and to incorporate and be subject to an identical joint venture clause.
4. Notwithstanding anything contained herein to the contrary it is understood and agreed that with respect to Joint Venture as defined in Joint Venture Clause the liability of Insurers under this policy shall apply only to the Named Insured and such liability shall be limited as provided for in the Joint Venture Clause forming part of this policy.

ENDORSEMENT NO. 3

AIRCRAFT REFUELING ENDORSEMENT
(TAFBOX)

Any "Joint Venture" Clause contained in this policy shall not apply to any liability of the Insured arising out of "Aircraft Refueling" of the "Insured's Customer(s)" by the Insured or others if the Insured, as a party to a joint venture, co-venture, joint lease, joint operating agreement or partnership, is solely liable by operation of law or agreement for all the liabilities of such joint venture, co-venture, joint lease, joint operating agreement or partnership, arising out of aircraft refueling.

"Aircraft Refueling" includes (1) all operations relating to the storage, sale, handling, or distribution of aviation petroleum and related products, (2) refueling, defueling and lubrication, and (3) where incidental to the foregoing, minor repairs to aircraft, servicing and taxiing operations.

"Insured's Customer(s)" as used herein does not include credit card holder(s) of the Insured when others, except contractors or agents of the Insured, honor such credit card(s) or when others, except contractors or agents of the Insured, perform the Insured's contract(s) pursuant to assignment(s).

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ENDORSEMENT NO. 4

AIRCRAFT REFUELING SUPPLEMENTARY ENDORSEMENT

It is hereby noted and agreed that with regard to Aircraft Refueling (as defined herein in Endorsement No. 3) carried out through Joint Ventures (as defined herein in Endorsement No. 2), the Joint Venture Clause (Endorsement No. 2) and/or Aircraft Refueling Clause (Endorsement No. 3) as applicable and which are incorporated herein shall apply on the basis of the percentage liability established by operation of law or agreement.

It is further understood and agreed that the underlying layer shall be deemed to be on the same basis.

Nothing contained herein operate to increase the Insurer's limit of Liability as set forth in Article II.

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ADDITIONAL INSURED ENDORSEMENT

In consideration of the premium charged:

1. It is agreed that the following are added as additional Insureds:

	<u>Percentage Interest</u>
Altona Petrochemical Company Ltd.	.50%
Australian Synthetic Rubber Company Ltd.	65%
P.T. Stanvok Indonesia	50%
Petroleum Tankship Company Ltd.	50%
Petroleum Refineries (Australia) Proprietary Ltd.	35%
Irish Refinery Company Ltd.	40%

It is understood that coverage is restricted to the percentage interest specified above.

2. It is agreed that Petroliaam Nasional Bernad (Petronas) is included as an additional Insured to the extent of any insurance/reinsurance liability of Ancon Insurance Company S.A. which arises from their (Petronas) activities with Esso Production Malaysia.

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ENDORSEMENT No. 6

UNITIZATION AGREEMENT

It is hereby understood and agreed that so called "unit operating agreements" are deemed to be joint ventures and accordingly subject to the application of the joint venture clause herein. For the purposes of this endorsement, the joint venture clause shall apply on the basis of the Insured's percentage of liability established by operation of law or unit operating agreement.

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ENDORSEMENT NO. 7

COMBINED DEDUCTIBLE ENDORSEMENT

In consideration of the premium charged, it is understood and agreed that in the event of an occurrence occurring which involves both:

1. (a) The Insured's Onshore Property

OR

- (b) The Insured's Offshore Property

AND

2. Third Party Liability as more fully defined and covered hereunder, then the deductible under this policy shall be reduced by the dollar amount by which the amount of loss applicable to Onshore or Offshore Property exceeds \$15,000,000 but in no event shall the deductible under this policy be less than \$5,000,000:

Nothing contained herein shall operate to increase the Insurers limit of liability as set forth in Article II of this policy.

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ENDORSEMENT NO. 8

SEEPAGE POLLUTION AND CONTAMINATION
COVERAGE ENDORSEMENT

COVERAGE

It is understood and agreed that this endorsement applies only to the layers of insurance \$10,000,000 excess of \$10,000,000; \$15,000,000 excess of \$20,000,000; \$25,000,000 excess of \$35,000,000 and \$50,000,000 excess of \$60,000,000.

Notwithstanding anything contained in Article I, paragraph 1, of this policy, all other terms, and conditions of this policy remaining unchanged, and in consideration of premium \$ included, Insurers agree to indemnify the Insured or pay on behalf of the Insured:

- (a) All sums which the Insured shall be legally liable to pay as damage for personal injury (fatal or non-fatal) and/or loss of, damage to or loss of use of property caused by or alleged to have been caused directly or indirectly by seepage, pollution or contamination arising out of the operations of the Insured.
- (b) The cost of removing, containing, neutralizing or cleaning up seepage, pollution, or contaminating substances emanating from the operations of the Insured; but not to cover repairing, replacing, redesigning or modifying the offending facility.

Provided always that such seepage, pollution or contamination is caused by or arises out of a loss occurrence during the Policy Period.

ADDITIONAL EXCLUSIONS APPLICABLE TO THIS ENDORSEMENT ONLY

- (1) a. Fines and Penalties
b. Punitive or Exemplary Damages where prohibited by law.
- (2) Damage to or loss of use of property belonging to the Insured or in the Insured's care, custody or control.

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- (3) Claims resulting directly or indirectly from any seepage, pollution or contamination if such seepage, pollution or contamination (1) results directly from any knowing violation of any governmental statute, regulation, ordinance or law applicable thereto, (2) is intended or expected from the standpoint of the Insured or any other person or organization acting for or on behalf of the Insured.
- (4) Claims arising from the operations of Creole Petroleum, Inc. as respects operations on, over and under water.

ADDITIONAL ASSUREDS

This insurance shall also indemnify in respect of contractors and/or subcontractors of the Insured and/or any parties whom the Insured has agreed to hold harmless in respect of liabilities and costs set out in (a) and (b) of Clause 1 (coverage) of this Endorsement pursuant to operating agreements with such parties.

The limit of Insurers liability and deductible under this extension of coverage shall be the same as the limit of liability and deductible provided for in the policy to which this endorsement attaches: It being understood and agreed that in the event of loss involving the coverage under this endorsement and that provided under the basic policy form the limit of liability and deductible contained in the basic policy form shall apply to the overall loss.

ENDORSEMENT NO. 9

SEEPAGE POLLUTION AND CONTAMINATION
EXCLUSION ENDORSEMENT

It is understood and agreed that this endorsement applies only to the layers of insurance \$50,000,000 excess of \$100,000,000 and \$50,000,000 excess of \$160,000,000.

It is understood and agreed that this insurance does not insure against liabilities for:

- A. As respects operations on or over or under water, any liability for:-
 - (1) Personal Injury or Bodily Injury or loss of, damage to, or loss or use of Property directly or indirectly caused by Seepage, Pollution or Contamination.
 - (2) The cost of removing, nullifying or cleaning-up, polluting or contaminating substances.
 - (3) Loss of, damage to, or loss of use of Property directly or indirectly resulting from subsidence caused by sub-surface operations of the insured.
 - (4) Removal of, loss of or damage to sub-surface oil, gas or any other substance, the Property of others.
 - (5)
 - i. Fines and Penalties
 - ii. Punitive or Exemplary Damages where deemed uninsurable by law.
- B. As respects operations other than on or over or under water, any liability for:-
 - (1) Removal of, loss of or damage to sub-surface oil, gas or any other substance, the property of others, provided always that this paragraph (1) shall not apply to any liability which would otherwise be covered under this insurance for such removal, loss, or damage directly attributable to blow-out, cratering or fire of an oil or gas well owned or operated by, or under the control of, the insured.

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- (2) Loss or, damage to, or loss of use of Property directly or indirectly resulting from subsidence caused by sub-surface operations of the insured.
- (3) Personal Injury or Bodily Injury or loss of, damage to, or loss of use of Property directly or indirectly caused by Seepage, Pollution or Contamination, provided always that this paragraph (3) shall not apply to liability for Personal Injury or Bodily Injury or loss of or Physical Damage to or destruction of Tangible Property, or loss of use of such Property damaged or destroyed where such Seepage, Pollution or Contamination is caused by a sudden, unintended and unexpected happening during the period of this insurance.
- (4) The cost of removing, nullifying, or cleaning-up Seeping, Polluting or Contaminating substances unless the Seepage, Pollution or Contamination is caused by a sudden, unintended and unexpected happening during the period of this insurance.
- (5)
 - i. Fines and Penalties
 - ii. Punitive or Exemplary Damages where deemed uninsurable by law.

ENDORSEMENT NO. 10

STEP-DOWN ENDORSEMENT

It is understood and agreed that this endorsement applies separately to all the layers of insurance forming a part of this policy and as set forth on the Declarations Page.

In the event an occurrence results in the exhaustion of underlying limits and part of the loss is insured in the underlying coverage but excluded by this layer it is agreed that in determination of the amount of the loss covered by this layer Insurers will give the following priority with respects to the order in which the loss led to the exhaustion of underlying cover, or the point at which the coverage under this layer begins to apply..

1. The part of the loss which is insured by underlying coverage but not by this policy.
2. The part of the loss which is insured by both underlying coverage and by this policy.

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ENDORSEMENT NO. 11

E.R.I.S.A.

It is understood and agreed that this policy shall not apply to liability arising out of the enactment of the Employee Retirement Income Security Act of 1974. However, nothing hereunder shall be construed to exclude liability of the Insured as respects Employee Benefit Liability arising out of any negligent act or omission of the Insured with respect to the contract or administration of the Insured's Employee Benefit Plans.

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"OPOL"

It is understood and agreed that this endorsement applies only to the layers of insurance \$10,000,000 excess of \$10,000,000; \$15,000,000 excess of \$20,000,000; \$25,000,000 excess of \$35,000,000 and \$50,000,000 excess of \$60,000,000.

It is understood and agreed that Insurers hereon will indemnify or pay on behalf of the Insured any sum or sums that the Insured may be required to pay following the provisions of the Offshore Pollution Liability Agreement, as amended May 22, 1976, and renewals thereof, but coverage hereon subject to United Kingdom jurisdiction.

However, Insures hereon shall not be liable for:

1. (a) Fines and Penalties
(b) Punitive or Exemplary Damages where deemed uninsurable by law.
2. Any dues, assessments and other sums properly payable to "The Offshore Pollution Liability Association Limited".
3. Any payment to "The Offshore Pollution Liability Association Limited" for any share of any amount falling due from the Association under the guarantee provided in the Offshore Pollution Liability Agreement.
4. Any changes or alterations to the Offshore Pollution Liability Agreement (as amended May 22, 1976) unless submitted to and approved by Insurers.
5. Incidents occurring outside the policy period hereof as defined in "OPOL" agreement.

Notwithstanding the foregoing this Endorsement shall only pay in excess of the Underlying Limit stated in the Policy and shall not operate to increase Insurers' total limit of liability in respect of any one occurrence.

SPECIFIC EXCESS WORKERS' COMPENSATION ACT

LIABILITY EXTENSION

Insurers hereby agree that this policy extends to indemnify the Named Insured in the manner following:

1. INSURING AGREEMENT

If at any time during the period of the policy to which this extension attaches, any employee in the immediate service of the Named Insured shall sustain any personal injury (fatal or nonfatal) by accident or occupational disease while engaged in the service of the Named Insured and the Named Insured shall be liable to make compensation for such injury solely under or by virtue of the Workers' Compensation Law(s) and/or Occupational Disease Law(s) of the United States which may be in force at the time such injury is sustained, the Insurers shall indemnify the Named Insured to the extent hereinafter mentioned against all sums for which the Named Insured shall be so liable.

As regards personal injury (fatal or nonfatal) by accident, this extension is to pay only the excess of \$10,000,000 ultimate net loss in respect of each and every disaster with a limit of liability as set forth in Article II of this policy.

As regards personal injury (fatal or nonfatal) by occupational disease, this extension is to pay only the excess of \$10,000,000 ultimate net loss in respect of each employee with a limit of liability as set forth in Article II of this policy.

2. DEFINITIONS

- (A) The word "disaster" as used in this extension shall mean an accident or a series of accidents arising out of one occurrence.
- (B) The words "ultimate net loss" as used in this extension shall be understood to mean the total sum actually paid by way of periodical compensation benefits and/or in final settlement of any claims for Workers' Compensation including occupational disease for which the Named Insured is liable, after making deductions for all recoveries or benefits and for all claims upon other insurances or re-insurances, whether collected or not, and shall also include expenses and "costs".

- (C) The word "costs" as used in this extension shall mean adjustment, investigation and legal expenses (excluding, however, all expenses for salaried employees and retained counsel of and all office expenses of the Named Insured) incurred with the written consent of the Insurers.

It is hereby understood and agreed that inasmuch as employees of the Named Insured are covered under the policy to which this Endorsement is attached, the provisions of the Nuclear Energy Liability Exclusion Endorsement do not apply to employees of the Named Insured with respect to any occurrence resulting in injury, sickness, disease or death to employees of the Named Insured from the nuclear energy hazard.

Nothing contained herein shall operate to increase Insurers Limit of Liability as set forth in Article II of this policy.

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ENDORSEMENT No. 14

RELIANCE ELECTRIC COMPANY ENDORSEMENT

It is hereby noted and agreed to include Reliance Electric Company as a Named Insured under the policy, effective date to be advised.

In consideration of this agreement, additional premium hereon shall be daily pro rata of the following annual premiums:

<u>Laver</u>	<u>Premium</u>
\$10,000,000 excess of \$ 10,000,000	\$50,000 Annual
\$15,000,000 excess of \$ 20,000,000	\$ 5,000 Annual
\$25,000,000 excess of \$ 35,000,000	\$15,000 Annual
\$50,000,000 excess of \$ 60,000,000	\$15,000 Annual
\$50,000,000 excess of \$110,000,000	NIL
\$50,000,000 excess of \$160,000,000	NIL

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ENDORSEMENT NO. 15

WAIVER OF JOINT VENTURE CLAUSE ENDORSEMENT

It is hereby noted that effective January 1, 1980 an Exxon Corporation affiliate, Esso Exploradora y Productora Argentina Inc. is engaged in a Joint Venture involving exploration activities offshore Argentina.

In consideration of the premium charged it is further noted and agreed that the Insured, exercising its rights under this policy, hereby extends 100% coverage as respects these operations.

LDN 310,584 EXXON 04518

ENDORSEMENT No. 16

IMPERIAL OIL LIMITED ENDORSEMENT

It is understood and agreed that this policy acts as Reinsurance for The American Home Assurance Company Ltd.'s Policy Number 7710022, issued to Imperial Oil Limited in Canada. Notwithstanding anything herein contained to the contrary it is understood and agreed that this policy is issued in conjunction with Policy No. 7710022, each being complementary to the other. In the event of a loss occurrence involving both these complementary policies, one limit of liability and one excess/deductible as set out in this policy shall be applied over the two complementary policies to the combined total of the losses arising from such loss occurrence.

Nothing herein contained shall vary, alter or extend any agreement, provision, general condition or declaration of the contract other than as above stated.

LDN 310,584 EXXON 04519

ENDORSEMENT No. 17

AMERICAN INTERNATIONAL REINSURANCE COMPANY ENDORSEMENT

Subject to all terms, limits and conditions of the policy, including endorsements 1 through 16, it is agreed that this policy will act as reinsurance for policies issued by The American International Reinsurance Company.

LDN 310,584 EXXON 04520

80 - LLOYDS - 50M XS 160M

LDN 310,584 EXXON 04521

London 10.2752
12/86
50
x
160

LDN 310,584 EXXON 04522



Lloyd's Policy

Whereas the Assured named in the Schedule herein has paid the premium specified in the Schedule to the Underwriting Members of Lloyd's who have hereunto subscribed their Names (hereinafter called 'the Underwriters'),

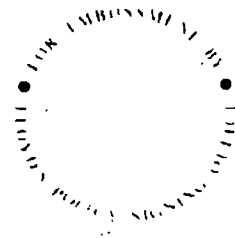
Now We the Underwriters hereby agree to insure against loss, damage or liability to the extent and in the manner hereinafter provided.

If the Assured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this Policy shall become void and all claim hereunder shall be forfeited.

Now know Ye that We the Underwriters, Members of the Syndicates whose definitive numbers in the after-mentioned List of Underwriting Members of Lloyd's are set out in the attached Table, hereby bind ourselves each for his own part and not one for another, our Heirs, Executors and Administrators and in respect of his due proportion only, to pay or make good to the Assured or to the Assured's Executors or Administrators or to indemnify him or them against all such loss, damage or liability as herein provided, after such loss, damage or liability is proved and the due proportion for which each of Us, the Underwriters, is liable shall be ascertained by reference to his share, as shown in the said List, of the Amount, Percentage or Proportion of the total sum insured hereunder which is in the Table set opposite the definitive number of the Syndicate of which such Underwriter is a Member AND FURTHER THAT the List of Underwriting Members of Lloyd's referred to above shows their respective Syndicates and Shares therein, is deemed to be incorporated in and to form part of this Policy, bears the number specified in the attached Table and is available for inspection at Lloyd's Policy Signing Office by the Assured or his or their representatives and a true copy of the material parts of the said List certified by the General Manager of Lloyd's Policy Signing Office will be furnished to the Assured on application.

In Witness whereof the General Manager of Lloyd's Policy Signing Office has subscribed his Name on behalf of each of Us.

LLOYD'S POLICY SIGNING OFFICE,
General Manager



J(A) N/A 2002 (114,741)
Policy approved by Lloyd's Underwriters, Non-Marine Association
Insured by Lloyd's of London Policy Services Ltd.

LDN 310,584 EXXON 04523

The Assured is requested to read this Policy and, if it is incorrect, return it immediately for alteration.

In all communications the Policy Number appearing in line one of the Schedule should be quoted.

In the event of any occurrence likely to result in a claim under this Policy, immediate notice should be given to:

Assured/ Reassured: For account of EXXON CORPORATION and its Affiliated Companies et al. and/or as Reinsurance of EXXON INSURANCE COMPANY and Affiliated Companies et al.

Conveyances: -

Period: 12 calendar months at 00.00 hours 1st January 1980, Greenwich Mean Time.

Interest: Broad Form Liabilities as per immediate Underlying Policy (i.e. with Seepage and Pollution and O.P.O.L. Endorsements Deleted, but also excluding Marine Liabilities). Including Aircraft Liability, Broad Form, Workmens Compensation/ Employers Liability.

Sum Insured: 100% Limit of liability U.S.\$50,000,000 each and every occurrence excess of U.S.\$160,000,000 each and every occurrence except:-

(a) Where special Step-Down Agreement applies as per wording.

(b) Where Underlying Policies pay loss involving.

- (i) Marine Liabilities and/or
- (ii) Coverage under Seepage and Pollution or O.P.O.L. Endorsement which not covered under this Policy.

Trading: -

Conditions: As per Form of Underlying Policy or Policies in so far as applicable to special terms of this insurance.

Premium: 100% Premium = U.S.\$50,000.00

LDN 310,584 EXXON 04524

Schedule

Policy or Certificate No. 80BB1806 / Contract No. (if any) EA260780

The name and address of the Assured EXXON CORPORATION et al

The risk and sum insured hereunder 7.8596% part of 100% of limits stated herein

as attached

The Premium U.S.\$3,929.80 part of U.S.\$50,000.00

The period of Insurance from as attached to as attached
both days inclusive, and for such further period or periods as may be mutually agreed upon

Dated in London the 15th February 1983

J or J(A) (Schedule) NMA 2003 for attachment to NMA 2001, NMA 2002, NMA 2004 or NMA 2005

LDN 310,584 EXXON 04525

It is understood and agreed that the percentage signed by each Underwriting Syndicate is its proportion of 100% of limits stated herein

Definitive Numbers of Syndicates and Amount, Percentage or Proportion of the Total Sum Insured hereunder shared between the Members of those Syndicates.

FOR LPSO USE ONLY		BROKER	LPSO NO & DATE	
CPD33R 0804		509	52919	51 61 80
750				
AMOUNT PERCENTAGE OR PROPORTION	SYNDICATE	UNDERWRITER & REF		PAGE
PERCENT				
3.5368	933	005FB7K80920		
0.3930	937	005FB7K80920		
2.2400	812	NAV214508F04		
0.3930	972	NAV214508F04		
1.2968	369	NAV214508F04		
THE LIST OF UNDERWRITING MEMBERS OF LLOYDS IS NUMBERED 1980/ 6				
TOTAL LINE		NO OF SYND	FOR LPSO USE ONLY	
7.8596		5	5A 4523	



LDN 310,584 EXXON 04526

Lloyd's Policy

Code 4 USB

SC

R/N HA160780

a/c. EXXON CORPN.et al.

12 mos. @ 1/1/80

J(A)



Lloyd's, London

LDN 310,584 EXXON 04527

J (A) FORM

No. BOBH1806

The Institute of London Underwriters. Companies Combined Policy.

Whereas the Assured named in the Schedule herein has promised to pay forthwith a Premium at the Rate specified in the Schedule to Us, the Assurers,

Now we the Companies hereby agree to insure against loss, damage or liability to the extent and in the manner hereinafter provided.

Now know ye that we the Assurers do hereby bind ourselves, each COMPANY for itself only and not one for another and in respect only of the due proportion of each Company, to pay to the Assured or the Assured's Executors or Administrators, all such loss, damage or liability as herein provided that the Assured may sustain during the stated period, not exceeding in all the sum insured, as properly apportioned to the sums, or to the percentages or proportions of the sum insured, subscribed against our names respectively. If the Assured shall make any claim knowing the same to be false or fraudulent as regards amount or otherwise, this Policy shall become void and all claim thereunder shall be forfeited.

In witness whereof we the said Assurers have subscribed our names and sums assured in London as hereinafter appears, and the Manager and Secretary of The Institute of London Underwriters has subscribed his name on behalf of each of us.

Signed

*Manager and Secretary,
The Institute of London Underwriters.*

NOTE.—This Policy must bear the seal of The Institute of London Underwriters Policy Department.

LDN 310,584 EXXON 04528

It is understood and agreed that the **SCHEDULE** percentage signed by each Company is its proportion of 100% of limits stated herein

The Policy No. 80BH1806

The Name ~~and Address~~ of the Assured: EXXON CORPORATION et al.

~~The Rate or~~
Premium: U.S.\$1,178.95 part of U.S.\$50,000.00

The Period of Insurance

From: as attached To: as attached

Both days inclusive, and for such further period or periods as may be mutually agreed upon.

The Risk and Sum Insured hereunder : 2.3579% part of 100% of limits stated herein

as attached

DATED in LONDON, THE 15th February 1983

LDN 310,584 EXXON 04529

I.L.U. REF No and DATE		H80 16329 28 5 80
PROPORTION	COMPANY	REFERENCE
2.3577700	90% THE ORION INSURANCE COMPANY P.L.C. T A/C AT 10% THE YASUDA FIRE & MARINE INSURANCE CO (UK) LTD T A/C	L108808081
2.3577700 T		TOTAL (T) OR FORWARD (F)

LDN 310,584 EXXON 04530

Assured/
Reassured: For account of EXXON CORPORATION and its Affiliated Companies et al.
and/or as Reinsurance of EXXON INSURANCE COMPANY and Affiliated
Companies et al.

19. Conveyances: -

Period: 12 calendar months at 00.00 hours 1st January 1980, Greenwich
Mean Time.

Interest: Broad Form Liabilities as per immediate Underlying Policy
(i.e. with Seepage and Pollution and O.P.O.L. Endorsements Deleted,
but also excluding Marine Liabilities).
Including Aircraft Liability, Broad Form, Workmens Compensation/
Employers Liability.

Sum Insured: 100% Limit of liability U.S.\$50,000,000 each and every occurrence
excess of U.S.\$160,000,000 each and every occurrence except:-

(a) Where special Step-Down Agreement applies as per wording.

(b) Where Underlying Policies pay loss involving.

(i) Marine Liabilities and/or

(ii) Coverage under Seepage and Pollution or O.P.O.L.
Endorsement which not covered under this Policy.

Trading: -

Conditions: As per Form of Underlying Policy or Policies in so far as applicable
to special terms of this insurance.

Premium: 100% Premium = U.S.\$50,000.00

J (A) FORM

In all communications please quote the following reference:	
509	BOEH1806

The Institute of London Underwriters
Companies Combined Policy.



SC

This Policy is subscribed by Insurance Companies
Members of The Institute of London Underwriters,
40, Lane Street,
London EC3M 8DA

R/N HA160780

a/c. EXXON CORPN. et al.

12 mos. @ 1/1/80.

Underwriting, London